

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
LYNCHBURG DIVISION**

In re:

**TENNILLE ANNETTE CALLANDS,

DEBTOR.**

**CHAPTER 13

CASE NO. 19-61592**

**NISSAN MOTOR ACCEPTANCE CORPORATION,

MOVANT,**

vs.

**TENNILLE ANNETTE CALLANDS
and HERBERT L. BESKIN, TRUSTEE,

RESPONDENTS.**

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

NOTICE

YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THESE PAPERS CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY, IF YOU HAVE ONE IN THIS BANKRUPTCY CASE. (IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.)

**TO: TENNILLE ANNETTE CALLANDS, DEBTOR
HERBERT L. BESKIN, TRUSTEE**

IF YOU DO NOT WISH THE COURT TO GRANT THE RELIEF SOUGHT IN THE MOTION, OR IF YOU WANT THE COURT TO CONSIDER YOUR VIEWS ON THE MOTION, THEN WITHIN FOURTEEN (14) DAYS FROM THE DATE OF ENTRY OF THE PRE-HEARING ORDER, YOU MUST FILE A WRITTEN RESPONSE EXPLAINING YOUR POSITION WITH THE COURT AND SERVE A COPY ON THE MOVANT. UNLESS A WRITTEN RESPONSE IS FILED AND SERVED WITHIN THIS FOURTEEN (14) DAY PERIOD, THE COURT MAY DEEM OPPOSITION WAIVED, TREAT THE MOTION AS CONCEDED, AND ISSUE AN ORDER GRANTING THE REQUESTED RELIEF WITHOUT FURTHER NOTICE OR HEARING.

IF YOU MAIL YOUR RESPONSE TO THE COURT FOR FILING, YOU MUST MAIL IT EARLY ENOUGH SO THE COURT WILL RECEIVE IT ON OR BEFORE THE EXPIRATION OF THE FOURTEEN (14) DAY PERIOD.

THE HEARING ON THIS MOTION FOR RELIEF FROM THE AUTOMATIC STAY SHALL BE HELD ON MARCH 25, 2021 AT 9:30 AM BY VIDEO USING ZOOM SOFTWARE INSTEAD OF PHYSICAL APPEARANCE AT THE COURT. PLEASE VISIT <https://vawb-uscourts-gov.zoomgov.com/j/1618710032> TO PARTICIPATE IN THE SCHEDULED HEARING. ALTERNATIVELY, YOU MAY LOG IN TO YOUR OWN ZOOM ACCOUNT AND JOIN THE MEETING USING MEETING ID 161 871 0032.

Nissan Motor Acceptance Corporation ("Movant") hereby moves this Court, pursuant to 11 U.S.C. §362, for relief from the automatic stay with respect to **2017 Nissan**

Murano VIN 5N1AZ2MH3HN167081 (the "Property"), for all purposes allowed by the Retail Installment Sale Contract and applicable law. In further support of this Motion, Movant respectfully states:

1. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §157 and §1334 and 11 U.S.C. §362(d), and this matter is a core proceeding.

2. A petition under Chapter 13 of the United States Bankruptcy Code was filed with respect to the Debtor on July 31, 2019.

3. A Chapter 13 Plan was confirmed on October 21, 2019.

4. Upon information and belief, the Movant has a validly perfected security interest in a **2017 Nissan Murano VIN 5N1AZ2MH3HN167081**, pursuant to a valid Retail Installment Sale Contract dated August 4, 2017. A copy of the Retail Installment Sale Contract and a copy of the evidence of Title establishing Movant's security interest are attached hereto as Exhibit A.

5. As of February 23, 2021, the unpaid principal and interest balance due is \$25,195.20 and the approximate outstanding amount of the Obligations less any partial payments or suspense balance is \$26,024.37.

6. The following chart sets forth the number and amount of post-petition payments due pursuant to the terms of the Note as of February 23, 2021:

Number of Payments	From	To	Monthly Payment Amount	Total Payments
3	12/18/2020	02/18/2021	\$764.13	\$2,292.39
Less post-petition partial payments (suspense balance):				(\$21.31)
Total:				\$2,271.08

7. As of February 23, 2021, the total post-petition arrearage/delinquency is \$25,190.20 consisting of (i) the foregoing total of post-petition payments in the amount of \$2,271.08, plus (ii) the following fees:

Fee Description	Amount
N/A	\$0.00

8. The estimated Clean Retail value of the Property is \$23,675.00. The basis for such valuation is: NADA, a copy of which is attached hereto as Exhibit B.

9. Cause exists for relief from the automatic stay for the following reasons:

- i. Movant's interest in the Property is not adequately protected.
- ii. Post-Petition payments required by the confirmed plan have not been made to Movant.

10. In the event the Notice of Hearing contained in this Motion sets forth a date more than thirty (30) days beyond the date of the filing of this Motion, Movant consents to

the extension of the automatic stay imposed by 11 U.S.C. §362(a) beyond the thirty-day limit imposed by 11 U.S.C. §362(e) and waives its rights thereunder.

WHEREFORE, Movant prays that this Court issue an Order terminating or modifying the stay and granting the following:

1. Relief from the stay for all purposes allowed by applicable law and the Retail Installment Sale Contract to enforce its remedies to obtain possession of the Property and any and all other collateral pledged under the Retail Installment Sale Contract.
2. That the 14-day stay described by Bankruptcy Rule 4001(a)(3) be waived.
3. For such other relief as the Court deems proper.

Dated: February 24, 2021

NISSAN MOTOR ACCEPTANCE
CORPORATION

By: /s/ D. Carol Sasser
Eric D. White, Esquire, Bar No. 21346
Johnie R. Muncy, Esquire, Bar No. 73248
1804 Staples Mill Road, Suite 200
Richmond, VA 23230

D. Carol Sasser, Esquire, Bar No. 28422
596 Lynnhaven Parkway, Suite 200
Virginia Beach, VA 23452

Samuel I. White, P.C.
Tel: (757) 490-9284
Fax: (757) 497-2802 (757) 490-8143
dsasser@siwpc.com

CERTIFICATE OF SERVICE

I certify that on February 24, 2021, the foregoing Motion was served via CM/ECF on Herbert L Beskin, Trustee, and H. David Cox, Counsel for Debtor, at the email addresses registered with the Court, and that a true copy was mailed via first class mail, postage prepaid, to Tennille Annette Callands, Debtor, 116 Majestic Circle, Amherst, VA 24521.

/s/ D. Carol Sasser

D. Carol Sasser, Esquire

Samuel I. White, P.C.

A

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Buyer Name and Address (Including County and Zip Code)
 TENNILLE ANNETTE CALLANDS
 116 NAJESTIC CIR
 AMHERST AMHERST VA 24521

Co-Buyer Name and Address (Including County and Zip Code)
 N/A

Seller/Creditor Name
 LYNCHBURG NISSAN
 1858B FOREST RD
 FOREST, VA 24551

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the terms and conditions of this contract. You agree to pay the Seller - Creditor (jointly and severally "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. dollars according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2017	NISSAN MURANO	5N1A2ZMH3HN167081	<input type="checkbox"/> Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The amount of credit provided to you or on your behalf.	Amount Financed The amount you will have paid after you have made all payments as scheduled.	Total of Payments The total cost of your purchase on credit, including your down payment of \$ 0.00	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ 0.00
0.00 %	\$ 0.00	\$ 55017.58	\$ 55017.58	\$ 55017.58

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
71	764.13	Monthly beginning 09/18/2017
1	DATE DUE: 08/18/2023	

Or As Follows: N/A

Late Charge. If payment is not received in full within 7 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. Prepayment, if you pay off all your debt early, you will not have to pay a penalty. Security interest. You are giving a security interest in the vehicle being purchased. Additional information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including \$ 1775.41 sales tax)	\$ 44458.41 (1)
2 Total Downpayment \$ 0.00	
Trade-In (Year) (Make) (Model)	
Gross Trade-In Allowance	\$ 15000.00
Less Pay Off Made By Seller	\$ 24300.00
Equity Net Trade In	\$ -9300.00
+ Cash	\$ 2500.00
+ Other CONSUMER REBATE	\$ 500.00
(If total downpayment is negative, enter "0" and see 41 below)	\$ 0.00 (2)
3 Unpaid Balance of Cash Price (1 minus 2)	\$ 44458.41 (3)
4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):	
A Cost of Optional Credit Insurance	
Paid to Insurance Company or Companies:	
Life	\$ N/A
Disability	\$ N/A
B Vendor's Single Interest Insurance	
Paid to Insurance Company(ies)	\$ N/A
C Other Optional Insurance Paid to Insurance Company or Companies	\$ N/A
D Optional Gap Contract	\$ 800.00
E Official Fees Paid to Government Agencies	\$ N/A
1) to N/A for N/A	\$ N/A
2) to N/A for N/A	\$ N/A
3) to N/A for N/A	\$ N/A
F Government Taxes Not Included in Cash Price	\$ 73.17
G Government License and/or Registration Fees	\$ 17.00
H Government Certificate of Title Fees	\$ 10.00
I Other Charges (Seller must identify who is paid and describe purpose):	
1) to MELLIS FARGO for Price Credit or Lease Balance	\$ 6300.00
2) to PORTFOLIO for SERVICE CONTRACT	\$ 2295.00
3) to GLOBAL for MAINT PLAN	\$ 465.00
4) to N/A for N/A	\$ N/A
5) to N/A for N/A	\$ N/A
6) to N/A for N/A	\$ N/A
7) to N/A for N/A	\$ N/A
8) to N/A for N/A	\$ N/A
9) to SELLER for PROCESS FEE	\$ 598.00
10) to N/A for N/A	\$ N/A
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 10559.17 (4)
5 Amount Financed (3 + 4)	\$ 55017.58 (5)

OPTION: ☐ You pay no finance charge if the Amount Financed, Item 5, is paid in full on or before N/A. New N/A. SELLER'S INITIALS N/A

☐ VENDORS SINGLE INTEREST INSURANCE (VSI Insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect you interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A, and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract. See back of this contract for more information.

OPTIONAL GAP CONTRACT: A gap contract (also cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term: 72 Mos. Name of Gap Contract: OLD REPUBLIC

I want to buy a gap contract.

Buyer Sign: *Annelle Callands*

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract, along with all other documents signed by you in connection with the purchase of the vehicle, comprise the entire agreement between you and us affecting this purchase. No oral agreements or understandings are binding. Upon assignment of this contract: (i) only this contract and addenda to this contract comprise the entire agreement between you and the assignee relating to this contract; (ii) any change to this contract must be in writing and the assignee must sign it; and (iii) no oral changes are binding.

Buyer Sign: *Annelle Callands* Co-Buyer Sign: X N/A

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

NO LIABILITY INSURANCE INCLUDED

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read both sides of this contract, including the arbitration provision on the reverse side, before signing below. You confirm that you received a completely filled-in copy when you signed it.

Buyer Sign: *Annelle Callands* Date: 08/04/20 Co-Buyer Sign: X N/A Date: N/A

Co-Buyers and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner: *SPRINT* Address: *06/04/20* By: *Mike E. Lee* Title: *President*

Seller assigns its interest in this contract to: *LMAC* (Assignee) under the terms of Seller's assignment(s) with Assignee.

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

Seller: LYNCHBURG NISSAN By: *Charles Lee* Title: *TSA*

ILAW FORM NO. 553-VIA-0008 (Rev. 10-1-07) (Not for Use in NC)

1. HOW WE WILL FIGURE THE FINANCE CHARGE. We will figure the Finance Charge, Total of Payments, and Total Sale Price shown on the front of this contract on the unpaid part of the Amount Financed.

b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed, and to other amounts you owe under this contract in any order we choose.

c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.

d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

e. Your right to refinance a balloon payment. A balloon payment is any payment other than a down payment that is more than 10% greater than the regular or recurring installment payments. If you use the vehicle primarily for consumer purposes, you have the right to refinance a balloon payment over an extended period with additional payments. The additional periodic payments will not be more than 10% greater than the regularly scheduled installment payments.

2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer; have any repair bills, storage bills, taxes, fines, or charges on the vehicle; you agree to repay the amount when we ask for it.
- c. Security Interest.** You give us a security interest in:
- The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This security interest of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

- d. Insurance you must have on the vehicle.** You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. What happens to returned insurance, maintenance, service, or other contract charges.** If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

- b. We may break your promises (default).** We may demand that you break your promises (default) if you:
- Do not pay any payment (and any late charges) more than 10 days late or not at all;
 - Give us false, incomplete, or misleading information on a credit application;
 - Start a proceeding in bankruptcy or one is started against you or your property; or
 - Break any agreements in this contract.
- The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay the attorney's fee and court costs as the law allows. You will also pay any collection costs we incur as the law allows.
- d. We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem your right to redeem ends when we sell the vehicle.
- f. We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- g. What we may do about optional insurance, maintenance, service or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. Any implied warranties arising from a written warranty or service contract are limited to the duration of such written warranty or service contract. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

- 5. Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. VSI AND OPTIONAL INSURANCE

Choice of Insurer. If vendor's single interest insurance is required (as indicated on the front), or if you desire optional insurance, such as credit life insurance or credit disability insurance, you have the right to use alternative coverage or to buy insurance elsewhere from the agent or insurer of your choice. You may also buy required physical damage insurance from the agent or insurer of your choice. Your choice of agent or insurer will not affect our decision to extend credit or your credit terms.

7. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using pre-recorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or that contact results in a charge to you.

8. APPLICABLE LAW

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

This preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

ARBITRATION PROVISION
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.

2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE ON CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A COURT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute in which case the hearing will be held in the federal district where this contract was made. You pay filing administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate using such remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, amendment or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.



Collateral Management Services
9750 Goethe Road | Sacramento, CA 95827
www.dealertrack.com

Nissan Motor Acceptance Corporation

Lien and Title Information

Lienholder

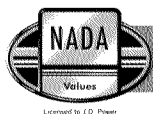
ELT Lien ID	[REDACTED]
Lienholder	NISSAN MOTOR ACCEPTANCE CORP
Lienholder Address	PO BOX 254648 SACRAMENTO, CA 95865
Lien Release Date	

Vehicle and Titling Information

VIN	5N1AZ2MH3HN167081	Issuance Date	8/14/2017
Title Number	1202810347	Received Date	8/15/2017
Title State	VA	ELT/Paper	ELECTRONIC
Year	2017	Odometer Reading	
Make	NISS	Branding	
Model			
Owner 1	TENNILLE ANNETTE CALLANDS		
Owner 2			
Owner Address	116 MAJESTIC CIR AMHERST, VA 245212735		

Printed: Thursday, August 15, 2019 6:40:53 AM PST

Represents Redacted Information



Exhibit

B

2/22/2021

NADA Used Cars/Trucks

Vehicle Information

Vehicle: 2017 Nissan Murano Utility 4D Platinum
AWD 3.5L V6

Region: Eastern

Period: February 22, 2021

VIN: 5N1AZ2MH3HN167081

Mileage: 57,500

Base MSRP: \$40,780

Typically Equipped MSRP: \$41,775

Weight: 4,017



NADA Used Cars/Trucks Values

	Base	Mileage Adj.	Option Adj.	Adjusted Value
Clean Loan	\$18,900	N/A	N/A	\$18,900
Clean Retail	\$23,675	N/A	N/A	\$23,675

Selected Options

	Trade-In/Loan	Retail
Blind Spot Monitor	w/body	w/body
Navigation System	w/body	w/body
Univ Garage Door Opener	w/body	w/body
Heated Front Seats	w/body	w/body
Bose Premium Stereo	w/body	w/body